

# **EXHIBIT “B”**



SunFed  
51 Kipper St.  
Rio Rico, Arizona 85648

Phone: (520) 761-6800  
Fax: (520) 761-1446 Fax  
Whse: (520) 761-6820

Invoice # 0406565

Date: 03/29/2013

Ship: 03/28/2013

Pay Terms: PACA Prompt 10  
Days

Salesperson: Eric Meyer  
Cust. PO: 34142

Sold To Pro's Ranch Markets, Inc.  
1700 De Soto Place  
Ontario, CA 91761-7754, USA

Truck Name: AVIVA  
Trailer Lic: B/T  
Broker:  
Ship Terms: Delivered  
Shipped From: Rio Rico, Arizona

Ship To Phoenix, AZ  
Pro's Ranch Markets, Inc.

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Description	Quantity	Unit	Price	Amount
Product				
Watermelon Seedless WMelon CTN 8 Count SunFed { Product of Mexico }	16,068.00	lb	0.2100	3,374.28
Total	16,068.00			3,374.28
Invoice Total				3,374.28

Notice to subsequent purchaser or repacker. These articles are imported. The requirements of 19 U.S.C. §1304 and 19 C.F.R. Part 134 provide that the articles or their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles.

The tomatoes shipped under this bill of lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarifications or modifications thereof; and 3) certain letter agreements between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Our payment terms are: PACA Prompt Payment (7 C.F.R. §46.2(aa))

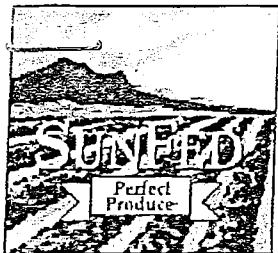
All claims must be supported by USDA Inspection Certificate.

After payment is due, interest will accrue on unpaid balances at a rate of 18% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, and the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred.

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and other lawful charges.

Sunfed is not responsible for freight charges unless the terms on this Bill of Lading are 'Delivered' and Sunfed has not paid the broker.

With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.



SUNFED  
51 Kipper St.,  
Rio Rico, Arizona, USA  
Phone: (520) 761-6800

# BILL OF LADING

PLACED IN LUGGAGE

Shipper:  
SUNFED  
51 Kipper St.,  
Rio Rico, Arizona, USA

Ship: 3/28/2013  
Load: 3/28/2013 14:43  
Out: 3/28/2013 15:10  
Divr By:  
Driver: CHUPAS  
Driver Lic:  
Order #: 0406565  
Cust PO: 34142  
Terms: Delivered  
Slsprsn: Eric Meyer  
Truck Lic: AVIVA  
Trailer Lic: B/T

To (Consignee):  
Pro's Ranch Markets, Inc.,  
1700 De Soto Place,  
Ontario, CA. 91761-7754 USA

Destination: Phoenix, AZ,  
Pro's Ranch Markets, Inc.  
Telephone: (909) 930-9552

Page 1 of 1

Carrier: Temp Degrees: F Low: 55 High: 55  
Truck Brkr: Ship Via: Truck Loaded At: 01 - SunFed 51

Reporting Instructions:

Ordered	Shipped	Description	
252	252	Watermelon Seedless WMelon CTN 8 Count SunFed [ Product of Mexico ]	16,068.00 Lb
252	252		• 21 \$
9 Total Pallets			

F.O.B. + FREIGHT = DELIVERED.

.18 \$ + .03 \$ = .21 \$.

374<sup>14</sup> <sup>14</sup>

FREIGHT -

Messages

\$50 x 9 = \$450<sup>00</sup>

TC

TC

55

\* All product loaded in good and stable condition TC Count and condition verified by carrier TC Product loaded at 55 °F

NOTICE TO SUBSEQUENT PURCHASER OF REPACKER: These articles are imported. The requirements of 19 U.S.C. 1304 and 19 CFR part 134 provide that the article or their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name and the country of origin of the article.

Any discrepancy in quantity or price must be communicated in writing within 24 hours of receipt or confirmation. Most products are packed in modified atmosphere liners. As a result, the temperature on the bill of lading must be maintained to ensure good arrival. All products are sold under US Good Delivery Standards. All claims must be supported by either USDA or Canadian Food Inspection Agency inspection certificate. Any tomato products shipped under this bill of lading or referenced on a related invoice are subject to: 1) the January 22, 2008 Suspension Agreement between the U.S. Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarifications or modifications thereof; and 3) certain letter agreements between ourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request.

The perishable agricultural commodities listed on this bill of lading/invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act 1930 (7 U.S.C. 49 et seq.). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of the commodities until full payment is received. The prevailing party in any suit to collect the amounts due in this invoice is entitled to recover its attorney's fees and costs, and suit may be brought in Nogales, Arizona.

DRIVER'S SIGNATURE

T. M. G.

DATE



SunFed  
51 Kipper St.  
Rio Rico, Arizona 85648  
Phone: (520) 761-6800  
Fax: (520) 761-1446 Fax  
Whse: (520) 761-6820

Invoice # 0406751

Date: 04/10/2013  
Ship: 04/09/2013  
Pay Terms: PACA Prompt 10 Days

Salesperson: Eric Meyer  
Cust. PO: 34228

Sold To Pro's Ranch Markets, Inc.  
1700 De Solo Place  
Ontario, CA 91761-7754, USA

Truck Name: AVIVA  
Trailer Lic: B/T AZ  
Broker:  
Ship Terms: Delivered  
Shipped From: Rio Rico, Arizona

Ship To Phoenix, AZ  
Pro's Ranch Markets, Inc.

Page 1 / 1

Description	Quantity	Unit	Price	Amount
<b>Product</b>				
Bell Pepper Elongated Red BP CTN 119 Choice SunDan [ Product of Mexico ]	56	ctn	9.0000	504.00
Bell Pepper HotHouse Yellow BP CTN 119 Choice SunDan [ Product of Mexico ]	56	ctn	16.0000	896.00
Squash Zucchini SQ. CTN 4/7 Fancy SunDan [ Product of Mexico ]	80	ctn	7.5000	600.00
<b>Total</b>	<b>192</b>			<b>2,000.00</b>
<b>Invoice Total</b>				<b>2,000.00</b>

Notice to subsequent purchaser or repacker. These articles are imported. The requirements of 19 U.S.C. §1304 and 19 C.F.R. Part 134 provide that the articles or their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles.

The tomatoes shipped under this bill of lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarifications or modifications thereof; and 3) certain letter agreements between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request.

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Our payment terms are: PACA Prompt Payment (7 C.F.R. §46.2(aa))

All claims must be supported by USDA Inspection Certificate.

After payment is due, interest will accrue on unpaid balances at a rate of 18% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, and the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred.

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and other lawful charges.

Sunfed is not responsible for freight charges unless the terms on this Bill of Lading are 'Delivered' and Sunfed has not paid the broker.

With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.



SUNFED  
51 Kipper St.,  
Rio Rico, Arizona, USA  
Phone: (520) 761-6800

# BILL OF LADING

Page 000 140 00

Shipper:  
SUNFED  
51 Kipper St.,  
Rio Rico, Arizona, USA

Ship: 4/9/2013  
Load: 4/9/2013 11:43  
Out: 4/9/2013 12:11  
Dlv By:  
Driver:  
Driver Lic:  
Order #: 0406751  
Cust PO: 34228  
Terms: Delivered  
Slsprsn: Eric Meyer  
Truck Lic: AVIVA  
Trailer Lic: B/T AZ

To (Consignee):  
Pro's Ranch Markets, Inc.,  
1700 De Soto Place,  
Ontario, CA. 91761-7754 USA

Destination: Phoenix, AZ,  
Pro's Ranch Markets, Inc.  
Telephone: (909) 930-9552

Page 1 of 1

Carrier: Temp Degrees: F Low: 45 High: 45  
Truck Brkr: Ship Via: Truck Loaded At: 01 - SunFed 51

Reporting Instructions:

Ordered	Shipped	Description
56	56	Bell Pepper Elongated Red BP CTN 119 Choice SunDan [ Product of Mexico ] $\$900$
56	56	Bell Pepper HotHouse Yellow BP CTN 119 Choice SunDan [ Product of Mexico ] $\$1600$
80	80	Squash Zucchini SQ. CTN 4/7 Fancy SunDan [ Product of Mexico ] $\$750$
192	192	

3 Total Pallets

F.O.B + FREIGHT = DELIVERED.

Red:  $821 + .79 = \$900$

Yellow:  $1521 + .79 = \$1600$

Zuke:  $671 + .79 .. \$750$

Freight  
AVIVA INT

Messages

$3p. C50 = \$150$

$\checkmark 2000$

All product loaded in good and stable condition

Count and condition verified by carrier

Product loaded at \_\_\_\_\_ ° F

NOTICE TO SUBSEQUENT PURCHASER OF REPACKER: These articles are imported. The requirements of 19 U.S.C. 1304 and 19 CFR part 134 provide that the article or their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name or the country of origin of the article.

Any discrepancy in quantity or price must be communicated in writing within 24 hours of receipt or confirmation. Most products are packed in modified atmosphere liners. As a result, the temperature on the bill of lading must be maintained to ensure good arrival. All products are sold under US Good Delivery Standards. All claims must be supported by either USDA or Canadian Food Inspection Agency inspection certificate. Any tomato products shipped under this bill of lading or referenced on a related invoice are subject to: 1) the January 22, 2008 Suspension Agreement between the U.S. Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarifications or modifications thereof; and 3) certain letter agreements between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request.

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SunFed  
51 Kipper St.  
Rio Rico, Arizona 85648

Phone: (520) 761-6800  
Fax: (520) 761-1446 Fax  
Whse: (520) 761-6820

Invoice # 0407678

Date: 05/14/2013

Ship: 05/13/2013

Pay Terms: PACA Prompt 10  
Days

Salesperson: Eric Meyer

Cust. PO: 34478

Sold To Pro's Ranch Markets, Inc.  
1700 De Soto Place  
Ontario, CA 91761-7754, USA

Truck Name: OCHOA'S  
Trailer Lic: Y42443 AZ  
Broker:  
Ship Terms: Delivered  
Shipped From: Rio Rico, Arizona

Ship To Phoenix, AZ  
Pro's Ranch Markets, Inc.

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Description	Quantity	Unit	Price	Amount
Product				
Melon Cantaloupe Melon CTN 12 Count SunFed { Product of Mexico }	324	ctn	9.9500	3,223.80
Total	324			3,223.80
Invoice Total				3,223.80

Notice to subsequent purchaser or repacker. These articles are imported. The requirements of 19 U.S.C. §1304 and 19 C.F.R. Part 134 provide that the articles or their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles.

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SUNFED  
51 Kipper St.,  
Rio Rico, Arizona, USA  
Phone: (520) 761-6800

# BILL OF LADING

Case 2:13-bk-08026-BKMA Doc 197-2 Filed 07/19/13 Entered 07/19/13 10:52:17

Shipper:  
SUNFED  
51 Kipper St.,  
Rio Rico, Arizona, USA

Ship: 5/13/2013  
Load: 5/13/2013 16:59  
Out: 5/13/2013 18:40  
Divr By:  
Driver: MANUEL  
Driver Lic:  
Order #: 0407678  
Cust PO: 34478  
Terms: Delivered  
Slsprsn: Eric Meyer  
Truck Lic: OCHOA'S  
Trailer Lic: Y42443 AZ

To (Consignee):

Pro's Ranch Markets, Inc.,  
1700 De Soto Place,  
Ontario, CA. 91761-7754 USA

Destination:  
Phoenix, AZ,  
Pro's Ranch Markets, Inc.

Telephone: (909) 930-9552

Page 1 of 1

Carrier: Temp Degrees: F Low: 38 High: 38  
Truck Brkr: Ship Via: Truck Loaded At: 01 - SunFed 51

Reporting Instructions:

Ordered	Shipped	Description
324	324	Melon Cantaloupe Melon CTN 12 Count SunFed [ Product of Mexico ]
324	324	
6 Total Pallets		\$ 995 <i>DEIVERED</i>

$$\text{FOB} + \text{FREIGHT} = \text{DEIVERED}$$
$$\$ 902 + .93\text{¢} = 995$$

Messages

*PACIA  
AVIVA  
60 \$50 = \$300<sup>00</sup>*

All product loaded in good and stable condition 0 Count and condition verified by carrier 0 Product loaded at 0 °F

Notice to subsequent purchaser or repacker. These articles are imported. The requirements of 19 U.S.C. §1304 and 19 C.F.R. Part 134 provide that the articles or their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the articles. The tomatoes shipped under this bill of lading and sold pursuant to this invoice are subject to: 1) the March 4, 2013 Suspension Agreement between the United States Department of Commerce and certain tomato growers; 2) any subsequent amendments, clarifications or modifications thereof; and 3) certain letter agreements between yourselves and ourselves regarding the same, each of which is incorporated by this reference as if fully set forth herein. Copies of said agreements will be sent to you upon request. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Our payment terms are: PACA Prompt Payment (7 C.F.R. §46.2(aa)). All claims must be supported by USDA Inspection Certificate. After payment is due, interest will accrue on unpaid balances at a rate of 18% per annum until paid. In the event a legal or other action is commenced to collect sums due under this invoice, and the prevailing party shall be entitled to reimbursement of all costs and fees including reasonable attorney's fees incurred. Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and other lawful charges. Sunfed is not responsible for freight charges unless the terms on this Bill of Lading are "Delivered" and Sunfed has not paid the broker. With the exception of tomatoes which are covered by the Suspension Agreement, any variance noted by the receiver as to quantity, or price disparity must be brought to seller's attention within 24 hours after the receipt of the merchandise. No adjustments on the above items will be honored unless seller is notified as herein stated.